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against accidents on its streets, and if they are in a reasonably safe condition for ordinary travel, is not liable for injuries to foot passengers.

Life Insurance—False Statement—Effect on Policy.—*Bridge v. National Life Assn.*, 33 N. Y. Supp. 553. A false statement by an insured person, made under a mistake as to his legal obligations, does not avoid a policy regularly in force at the time the statement was made.

Mortgage—Effect of Tender—Lien.—*Parker v. Beasley*, 21 S. E. Rep. 955 (N. C.). One whose land was advertised for sale under a mortgage made a legal tender of the amount due, with interest and costs, to the creditor's attorney. The latter refused to accept it, unless his fees were also paid, and as this was not done, sold the land. Held, that a tender after maturity stops interest from the time of the tender, but does not discharge the mortgage lien, and the judgment becomes a lien upon the land.

Mortgage—Penal Provision.—*Kreetz v. Robbins*, 40 Pac. Rep. 415 (Wash.). A provision in a note payable after five years, with interest at 7 per cent. per annum, that on failure to pay interest when due it shall be increased to 12 per cent. per annum, and be computed on the principal from the date of the note, is a penalty, and courts of equity will not enforce it.

Receivers—Selection—Officer of Corporation.—*Olmstead v. Distilling and Cattle Feeding Co.*, 67 Fed. Rep. 24. The Distilling and Cattle Feeding Co. became insolvent, and receivers were appointed upon application, one of whom was the president of the company. The latter had speculated in the company's stock, and was at the time of the appointment short a number of shares on the New York Stock Exchange. This petition was brought by other stockholders to substitute another receiver in his place, and was granted by the court, which said that while an officer of a corporation was not ineligible for such an appointment, he must be a strictly disinterested party. In this case the president's interests as an officer were directly opposed to his private interests, and under such circumstances the acceptance of a receivership was held an imposition on the stockholders.

Religious Societies—Review by Civil Courts.—*Pounder v. Ash*, 63 N. W. Rep. 48 (Neb.). The civil courts have no jurisdiction in purely ecclesiastical matters, and will not review the proceedings

of a church tribunal in a case relating solely to church discipline. A judgment of the highest tribunal of a religious denomination, deposing a clergyman from the ministry, will be recognized, and enforced by an injunction forbidding him to act further in that capacity in his former parish.

Review of Appeal—Admission.—*Alderman v. Savage*, 40 N. E. Rep. 639 (Ind.). Appellant entered into an agreement with appellee, in which the latter undertook to insert a certain advertisement in thirteen continuous editions of a weekly newspaper. In a suit for the contract price, the admission of appellant that the "ad" was printed in each of the papers for thirteen successive weeks, although he denied that it was inserted in *all* the issues of each paper, was held sufficient to warrant a verdict for appellee.

Shipping—Bill of Lading—Excepted Perils.—*Brauer v. Campania Navigacion La Flecha*, 66 Fed. Rep. 776. A bill of lading exempted a carrier by sea from liability for accidents to cargo occasioned by the negligence or error of judgment of the shipmaster. Held, that this did not relieve him from liability for cargo thrown overboard during a severe storm, when it appeared that the sacrifice was not necessary to the preservation of other property or the ultimate safety of the ship.

Statute of Frauds—Sale of Goods—Receipt.—*Moore v. Hays*, 40 N. E. Rep. 638 (Ind.). Appellant sells corn to C on an oral contract and at the same time orders him to take it away. C directs appellee to remove the corn from appellant's pen and in turn is sued for its value. Mere words would not constitute a delivery, but here there was actual receipt of the goods by the purchaser, or by another under his direction, which amounts to the same thing, and the agent of the purchaser is not liable to the seller for the value of the corn, his receipt of the goods having the effect of taking the contract of sale out of the statute of frauds.

Tenancy from Year to Year—How Created—Tenant Holding Over.—*Kleespies v. McKenzie*, 40 N. E. Rep. 648 (Ind.). Where a tenant under a lease for years holds over, and the landlord thereafter accepts or demands rent, a tenancy from year to year is created, which may be terminated by ten day's written notice to quit, in case of default in payment of rent. It is on the same footing with tenancies established by the occupancy of the tenant